

DELAWARE COUNTY COMMISSIONER'S MEETING
Monday, April 15th, 2024 @ 9:00 A.M.
In the Commissioners' Courtroom at:
100 W. Main St. Room 309A
Meetings will also be live-streamed via the
Delaware County, Indiana Government Facebook Page
[Comments may be made to the Commissioners via their email at
commissioners@co.delaware.in.us]

ORDER OF BUSINESS

CALL TO ORDER:

PLEDGE TO FLAG:

ROLL CALL:

Mr. Shannon Henry
Ms. Sherry Riggin
Mr. James King
Ms. Danyel Struble
Mr. Ed Carroll, Auditor

PUBLIC HEARINGS:

Muncie Land Bank

MOTION: Commissioner Riggin made a motion to close the public hearing

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

APPOINTMENT(S):

Board of Zoning Appeals

MOTION: Commissioner Henry made a motion to table the Board of Zoning Appeals

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

TABLED BUSINESS:

Approval of Minutes - Commissioner Meeting February 20th, 2024

MOTION: Commissioner Riggin made a motion to remove February 20th minutes from the table

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

MOTION: Commissioner Riggin made a motion to approve February 20th minutes from the table

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

Approval of Minutes - Commissioners Meeting March 4th, 2024

MOTION: Commissioner Riggin made a motion to remove March 4th minutes from the table

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

MOTION: Commissioner Riggin made a motion to approve the March 4th minutes.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

APPROVAL OF MINUTES:

Commissioners Meeting April 1st, 2024

MOTION: Commissioner Riggin made a motion to table the April 1st minutes

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

PRESENTATIONS:

Proclamation for Marta Moody

Mr. Scott Alexander Senator presented a resolution by the state for Proclamation for Marta Moody. Commissioner Henry stated he would like to honor Marta Moody by renaming the Planning Commission room 206 “Marta Moody Planning Commission” and hanging the resolution outside of the room.

MOTION: Commissioner Henry made a motion to rename the Planning Commission room 206 “Marta Moody Planning Commission”

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

CONTRACTS OR AGREEMENTS FOR APPROVAL:

Nixon Industrial Park and Braydin Subdivision – Ashton Land Surveyors

MOTION: Commissioner Henry made a motion to approve Nixon Industrial Park and Braydin Subdivision

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

INDOT-LPA Project Coordination Contract – Angie Moyer

MOTION: Commissioner Henry made a motion to approve the INDOT-LPA Project Coordination Contract

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

LPA – Consulting Contract – Angie Moyer

MOTION: Commissioner Riggin made a motion to approve the LPA consulting contract

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

AT&T Contract – Jim Flook

MOTION: Commissioner Henry made a motion to approve AT&T contract for \$2,399.46

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

Delaware County Farm Ground

MOTION: Commissioner Henry made a motion to approve to take bids on the Delaware County Farm Ground around the Justice Center until May 3rd at 8:45 am in the Auditor's Office. Bids will be read at the May 6th meeting.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

Acknowledgment and Assumption Agreement

MOTION: Commissioner Henry made a motion to approve the Acknowledgement and Assumption Agreement for the Living Green Farms

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

ORDINANCES FOR FIRST READING:

ORDINANCE NO. 2024-006 AN EMERGENCY ORDINANCE TO LIMIT WEIGHT AND COMMERCIAL TRUCK TRAFFIC ON BRIDGE NUMBER 51 ON McGALLIARD ROAD AT KILLBUCK CREEK IN DELAWARE COUNTY, INDIANA

MOTION: Commissioner Henry made a motion to introduce Ordinance 2024-006

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

MOTION: Commissioner Henry made a motion to suspend the rules for Ordinance 2024-006

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

MOTION: Commissioner Henry made a motion to adopt Ordinance 2024-006

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

ORDINANCES FOR SECOND READING:

ORDINANCE NO. 2024-007: BEING A RESOLUTION OF APPROVAL TO AMEND THE TEXT OF THE DELAWARE COUNTY COMPREHENSIVE ZONING ORDINANCE REGARDING SOLAR ENERGY

MOTION: Commissioner Henry made a motion to approve Ordinance 2024-007

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

RESOLUTIONS FOR APPROVAL:

RESOLUTION NO: 2024-006 A RESOLUTION OF THE DELAWARE COUNTY, INDIANA BOARD OF COMMISSIONERS MAKING A FINAL DETERMINATION TO TRANSFER CERTAIN TAX SALE CERTIFICATES FOR PROPERTIES TO NONPROFIT ENTITIES PURSUANT TO IND. CODE § 6-1.1-24-6 AND IND. CODE § 6-1.1-24-17.

MOTION: Commissioner Henry made a motion to approve Resolution 2024-006 with a corrected copy

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

DEPARTMENT HEADS AND ELECTED OFFICIALS:

Mr. Fred Cummings 911 stated this week is National Public Safety Telecommunicators Week. He formally recognized his staff.

Ms. Angie Moyer stated Delaware County had been recently awarded 2 grants. IDEM which is a waste tire grant and then we were awarded \$1.5 million for the Community Crossing Matching Grant Program.

Ms. Danyel Struble discussed a property in Selma that has been through at least 3 tax sales.

WEEKLY, MONTHLY, AND QUARTERLY REPORTS:

PAYMENT OF CLAIMS: \$ 1,187,153.15

MOTION: Commissioner Riggan made a motion to approve the payment of claims of \$1,187,153.15 and \$300,556.47 for ARP claims.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggan, President King

RECESS:

MOTION: Commissioner Henry made a motion to recess

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

The next Commissioner's meeting will be Monday, May 6th, 2024, starting at 9:00 am.

To be placed on the next Commissioner's Agenda, contact the Commissioner's Office (765-747-7730) no later than **NOON on the Thursday before the scheduled meeting.**



AT&T MA Reference No. MA14126363UA
 AT&T PS Contract ID MIS14686980

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Customer	AT&T
Delaware County Street Address: 100 W Main St City: Muncie State/Province: IN Zip Code: 47305 Country: United States	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Jim Flook Title: Street Address: 100 W Main St City: Muncie State/Province: IN Zip Code: 47305 Country: United States Telephone: 7657477738 Email: jflook@co.delaware.in.us	Name: Street Address: City: State/Province: Zip Code: Country: Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input checked="" type="checkbox"/>	
Name: Chad OShell Company Name: Nordicom Technologies, Inc. (RP) Agent Street Address: 43155 Main St City: Novi State: MI Zip Code: 48375 Country: United States Telephone: 2489868449 Fax: Email: chad@nordicomtech.com Agent Code: 43102	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above and shall become effective when signed by authorized representatives of both parties ("Effective Date").

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>[Signature]</i>	By:
Name: <i>James King</i>	Name:
Title: <i>Commissioner</i>	Title:
Date: <i>4-15-2024</i>	Date:

AT&T and Customer Confidential Information

Page 1 of 8
 ASAP!

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

This Pricing Schedule shall replace and supersede in its/their entirety the following AT&T Dedicated Internet ("ADI"), Service Order Attachment(s) and/or Pricing Schedule(s) between AT&T and Customer:

MIS14129809	
-------------	--

1. SERVICES

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term*	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

*Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component*
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

*The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

4. RATES (US Mainland, and HI only)

**Section I: AT&T Dedicated Internet
 Access Bandwidth -**

Table 1: DNS Services

Option	Monthly Service Fee
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

Table 2: ADI Tele – Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI	Undiscounted ADI w/ Managed Router
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500

AT&T and Customer Confidential Information

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500 [#]	\$1,500 ^{**}
10 Gig Ethernet* and up	\$1,500 [#]	\$1,500

* Service not available with MPLS PNT.

**Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.

[#] Pricing also applies to Service locations in Alaska.

Table 3: On-Site Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI w/ Managed Router Only
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

* Pricing also applies to Service locations in Alaska.

Table 4: LAN IP Block Size

IPv4 LAN IP Block Size	Undiscounted MRC	Discount
/28	\$112	0.00%
/27	\$224	0.00%
/26	\$448	0.00%
/25	\$896	0.00%
/24	\$1,792	0.00%
/23	\$3,584	0.00%
/22	\$7,168	0.00%
/21	\$14,336	0.00%
/20	\$28,672	0.00%
/19	\$57,344	0.00%

Table 5: Flexible Bandwidth Billing Option – Ethernet*

Discount applied to ADI & ADI w/Managed Router Discount: 10.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 10.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	ADI Undiscounted Monthly Fee	ADI with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
Discount applied to ADI & ADI w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510

AT&T and Customer Confidential Information

Page 3 of 8
 ASAP!

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
Discount applied to ADI & ADI w/ Managed Router for the following: 92.00%			Incremental Usage Fee Discount for the following: 92.00%
10 Mbps	\$268	\$396	\$198
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
Discount applied to ADI & ADI w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
Discount applied to ADI & ADI w/ Managed Router for the following: 92.00%			Incremental Usage Fee Discount for the following: 92.00%
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
Discount applied to ADI & ADI w/ Managed Router for the following: 93.00%			Incremental Usage Fee Discount for the following: 93.00%
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
Discount applied to ADI & ADI w/ Managed Router for the following: 89.00%			Incremental Usage Fee Discount for the following: 89.00%
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
Discount applied to ADI & ADI w/ Managed Router for the following: 94.00%			Incremental Usage Fee Discount for the following: 94.00%
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33

AT&T and Customer Confidential Information

Page 4 of 8
 ASAP!

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

622 Mbps	\$4,117	\$5,000	\$40.19
Discount applied to ADI & ADI w/ Managed Router for the following: 90.00%			Incremental Usage Fee Discount for the following: 90.00%
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

Table 6: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Service Fees

Discount: 94.00%

Speed	Class of Service Monthly Fee – List Price** (w/ or w/out Managed Router)
56 Kbps**	\$225
128 Kbps**	\$225
256 Kbps**	\$225
384 Kbps**	\$225
512 Kbps**	\$225
768 Kbps	\$225
1024 Kbps**†	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps	\$2,750

* Charges waived for Sites with AT&T BVoIP Service.

**no real-time class available.

(†) Speed not available with MPLS PNT.

Pricing also applies to Service locations in Alaska.

Table 7: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees

Discount: 94.00%

Speed	Undiscounted ADI w/ or w/out Managed Router Monthly Service Fee**
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285

AT&T and Customer Confidential Information

Page 5 of 8
 ASAP!

2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 - 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

*Charges waived for Sites with AT&T BVoIP Service.

** Speed not available with MPLS PNT.

Pricing also applies to Service locations in Alaska.

Table 8: Class Of Service Option – Aggregate Billing Option - Monthly Service Fees**

Discount: 94.00%

Speed	Undiscounted ADI w/ or w/out Managed Router Monthly Service Fee**
T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100

AT&T and Customer Confidential Information

Page 6 of 8
ASAP!

10 Gigabit Ethernet (up to 10000 Mbps) and up	\$9,600
---	---------

*Charges waived for Sites with AT&T BVoIP Service.

**Not available with MPLS PNT.

Table 9: Class Of Service Option - Installation Fees

Discount: 100.00%

Class of Service Undiscounted Installation Fee**	\$1,000
--	---------

*Charges waived for Sites with AT&T BVoIP Service.

Pricing also applies to Service locations in Alaska.

Section II: AT&T Business in a BoxSM

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

Discount: 100.00%

Service Component / Device	Undiscounted MRC*
Base Unit NextGen	\$50
Base Unit 12 Port	\$70
Base Unit 24 Port	\$30
Base Unit High Bandwidth	\$75
8 Port Analog Module Add-On	\$35

* Pricing also applies to Service locations in Alaska

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

Discount: 100.00%

Option	Undiscounted MRC*
Base Unit NextGen	\$75
Base Unit 12 Port	\$95
Base Unit 24 Port	\$35
Base Unit High Bandwidth	\$85
8 Port Analog Module Add-On	\$40

* Pricing also applies to Service locations in Alaska

Table 3: Life-Cycle Management Charges - Service Charges

Discount: 100.00%

Per Site / Per Occurrence during Standard Business Hours (Monday-Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Service Charge List Price *
Additional Service	\$260
Delete Service	\$500

* Pricing also applies to Service locations in Alaska.

Table 4: Class of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100.0%

Class of Service Monthly Service Fee	\$225*
--------------------------------------	--------

* Pricing also applies to Service locations in Alaska.

Table 5: IP Version Change

AT&T and Customer Confidential Information

Page 7 of 8

ASAP!

Discount: 100.00%

IP Version Change – Per Site, Per Occurrence	\$500*
--	--------

* Pricing also applies to Service locations in Alaska.

Section III: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

*Subject to availability, pricing also applies to Service locations in Alaska

Section IV: Local Access

Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
100 W MAIN ST. MUNCIE, IN 47305	MIS Ethernet Access 1000 Mbps	\$0.00	\$515.46
3100 S TILLOTSON AVE MUNCIE, IN 47302	MIS Ethernet Access 1000 Mbps	\$0.00	\$760.00

This is the last page of the Pricing Document.

AT&T and Customer Confidential Information

Page 8 of 8
ASAP!

Calculating ADI MRC from the Pricing Schedule

PORT Price

In Table 5 find the desired speed.

locate the undiscounted price (with/without Mngd Router)

See the associated range discount (they vary by speeds)

multiply the undiscounted price x the inverse of the discount %

Ex: (.10 x \$5620 = \$562.00)

TABLE 5

Discount applied to ADI & ADI w/ Managed Router for the following: 94.00%		Incremental Usage Fee Discount for the following: 94.00%	
400 Mbps	\$2,700	\$3,380	\$422.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,095	\$4,640	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
Discount applied to ADI & ADI w/ Managed Router for the following: 90.00%		Incremental Usage Fee Discount for the following: 90.00%	
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

Monthly Recurring Circuit Cost

Port + Access = MRC

Ex: (\$562 + \$760 = **\$1322**)

Section IV: Local Access

ACCESS Price

Listed on Table 10

Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
100 W MAIN ST. MUNCIE, IN 47305	MIS Ethernet Access 1000 Mbps	\$0.00	\$515.46
3100 S TILDITSON AVE MUNCIE, IN 47302	MIS Ethernet Access 1000 Mbps	\$0.00	\$760.00

OLD

1661.8 1G

1567 500M

\$ 3,228.80

NEW

1077.46 1G

1322 1G

\$ 2,399.46

ATTACHMENT A
PROJECT FUNDS

I. Project Costs.

A. This contract is just for the one (1) phase checked below:

_____ Preliminary Engineering or
_____ Right-of-Way or
 X Construction;

B. If the Program is receiving federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, April 5, 2024, the maximum amount according to the TIP dated September 20, 2023 is \$3,601,230.00. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

AND

C. The maximum amount of federal funds allocated to this project is \$145,970.00.

D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.

E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.

F. If the Program is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.

G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment A of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

H. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.

I. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment A and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY

PROJECT COORDINATION CONTRACT

CONTRACT #00000000000000000000082722

Des. No.: 2100088

UEI # L6X9SAQ6DZM5

CFDA No.: 20.205

This Contract is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the DELAWARE COUNTY, a local public agency in the State of Indiana (hereinafter referred to as the "LPA"), and collectively referred to as the "PARTIES" is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758-Legal
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

INDOT Greenfield District
32 South Broadway
Greenfield, Indiana 46140

- C. Notices to the LPA shall be sent to:

Delaware County
100 W. Main St.
Muncie, IN 47305

RECITALS

WHEREAS, the LPA has submitted an application to receive federal funds for the project described in Attachment A (the "Project"), which is attached herein and made an integral part of this Contract; and

WHEREAS, INDOT has approved of the LPA's application for federal funding, and the PARTIES desire to enter into this Contract to establish the responsibilities for the Project; and

WHEREAS, the LPA shall be responsible for its share of the Project cost as stated in this Contract, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all federal requirements and fiscally manage the Project; and

WHEREAS, the PARTIES have determined the Project is in the best interests of the citizens of the State of Indiana; and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

I. PROJECT DESCRIPTION.

1.1. The Parties are entering into this Contract to complete the Project described as follows:

Des. No.	<u>2100088</u>
Program:	<u>Group II and Group III-STBG</u>
Type of Project:	<u>Bridge Rehabilitation or Repair</u>
General Scope/Location:	<u>Memorial Dr over White River 920 ft. W of Muncie By Pass - Bridge #193 NBI 1800156</u>

II. LPA RESPONSIBILITIES.

- 2.1. The LPA shall complete the Project in accordance with INDOT's Design Manual ([See http://www.in.gov/indot/design_manual/](http://www.in.gov/indot/design_manual/)) and all pertinent state and federal laws, regulations, policies and guidance, including the INDOT's LPA Guidance Document ([See https://www.in.gov/indot/2390.htm](https://www.in.gov/indot/2390.htm)). The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual ([See http://www.in.gov/indot/2523.htm](http://www.in.gov/indot/2523.htm)). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals ([See http://www.in.gov/indot/2493.htm](http://www.in.gov/indot/2493.htm)).
- 2.2. The LPA shall select the consultant in accordance with INDOT's consultant selection procedure for the consultant services to be eligible for federal funding or federal credits.
- 2.3. If the LPA contracts with a consultant, contractor, or other agent to complete work on the Project, the LPA may use either the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm>, or an agreement that has been reviewed and approved by INDOT.
- 2.4. The LPA shall provide all relevant documents including, but not limited to, all plans, specifications, and special provisions, to INDOT for its review. Upon INDOT's review, the LPA shall modify the

submittal in accordance with INDOT's modifications or comments, if any. If the LPA fails to provide a submittal, untimely provides the submittal, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.

- 2.5. The LPA shall complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
- 2.6. If the LPA fails to meet any of the requirements of Sections 2.1, 2.2, 2.4, or 2.5 above, INDOT will not let the construction Project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
- 2.7. The cost of the invoice of the construction, utility, and/or railroad work shall be paid by the LPA no later than thirty (30) calendar days from the date of letting.
- 2.8. The LPA shall make timely payments of costs to INDOT to avoid delays and increased costs to the Project. If the LPA fails to make timely payments of the full amount invoiced by INDOT, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment A, which is attached hereto and incorporated herein by reference, and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- 2.9. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the Project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
- 2.10. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this Section are deemed to be incompetent, inadequate or are otherwise insufficient, or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - 2.10.1. If project inspection will be provided by full-time LPA employees, the personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal aid shall be submitted to the District office, referenced on Page 1 of the Contract for payment.
 - 2.10.2. If project inspection will be provided by the LPA's consultant, INDOT must approve, in writing, the consultant personnel prior to their assignment to the Project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on page 1 of this Contract for payment.
- 2.11. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the Project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.

- 2.12.** The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
- 2.13.** If FHWA or INDOT invokes sanctions per Section 6.6.2. of this Contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
- 2.13.1.** In the event of a correctable noncompliance, the LPA shall make the corrections to the satisfaction of FHWA and INDOT in a reasonable amount of time. In the event the LPA fails to make the required corrections, Sections 2.14.2 and 2.14.3 (as applicable) shall apply.
- 2.13.2.** In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, Section 2.14.2 shall apply, and adjustments shall be made as follows:
- A. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation which have been paid by INDOT to the LPA.
- B. If no right-of-way costs have been paid by INDOT to the LPA or on the LPA's behalf, INDOT shall not pay any claim or billing for right-of-way that is subject to the FHWA citation.
- C. The LPA is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
- 2.13.3.** If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA's noncompliance with right-of-way requirements, and construction work has commenced, the following shall apply:
- A. INDOT may elect to terminate, suspend, or continue construction work in accordance with the provisions of the construction contract.
- B. INDOT may elect to pay its obligations under the provisions of the construction contract.
- C. If the noncompliance can be corrected, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.
- D. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA shall reimburse INDOT the full amount the LPA paid for said construction work, less the amount of federal funds allowed by FHWA.
- 2.13.4.** The LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- 2.13.5.** If for any reason INDOT is required to repay to FHWA the sum(s) of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum(s) within forty-five (45) days after receipt of an invoice

from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

III. INDOT RESPONSIBILITIES.

- 3.1. INDOT shall have full authority and access to inspect and review all plans, specifications, and special provisions for the Project, regardless of when those plans, specifications, special provisions, or other such Project documents were created.
- 3.2. After the LPA has submitted and INDOT has accepted all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
- 3.3. If the LPA owes INDOT money which is more than sixty (60) days past due, INDOT will not open the construction bids for the Project.
- 3.4. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of **Attachment A**, and fulfillment of all other pre-letting obligations of this Contract, INDOT shall, in accordance with applicable laws and rules, including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11, conduct a scheduled letting.
- 3.5. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
- 3.6. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
- 3.7. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA's share of the construction cost.
- 3.8. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
- 3.9. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
- 3.10. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's invoice, make final payment to INDOT pursuant to **Attachment A** or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

IV. PROJECT FUNDS.

- 4.1. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with **Attachment A** (Project Funds).

V. TERM AND SCHEDULE.

- 5.1. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between July 1, 2024 and June 30, 2025, INDOT will make the federal funds shown in Section I.B. and/or Section I.C. of Attachment A available for the Project, provided the Project is eligible, and provided the federal funds shown in Section I.B. of Attachment A are available.
- 5.2. In the event that federal funds for the Project are not obligated during the time listed in Section 5.1, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2025 and June 30, 2027, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in Section I.B. and/or Section I.C. of Attachment A are available.
- 5.3. In the event that federal funds for the Project are not obligated during the period listed in Section 5.1 or Section 5.2, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse. If the LPA provides notice to INDOT that any purchase order can be closed for any phase of the Project, then the federal funds that had been obligated and/or allocated to the Project shall be forfeited by the LPA as of the date of the notice. If a purchase order for any phase goes inactive after nine months, the federal funds shall be forfeited by the LPA.
- 5.4. If the Program is Group I or Group II, Sections 5.1 and 5.2 do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation.

VI. GENERAL PROVISIONS

- 6.1. Access to Records. The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 6.2. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 6.3. Audits. The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled

"Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1 and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

6.4. Authority to Bind LPA. The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

6.5. Certification for Federal-Aid Contracts Lobbying Activities. The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.

C. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6.6. Compliance with Laws.

6.6.1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this

Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

- 6.6.2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
- 6.6.3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
- 6.6.4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- 6.6.5. The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- 6.6.6. As required by IC §5-22-3-7:
- (1) The LPA and any principals of the LPA certify that:
 - (A) The LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - i. IC §24-4.7 [Telephone Solicitation Of Consumers];
 - ii. IC §24-5-12 [Telephone Solicitations]; or
 - iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
 - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

- (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

6.7. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

- 6.8. Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or an LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

6.9. Disputes.

- 6.9.1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 6.9.2. The LPA agrees that the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
- 6.9.3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved

within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

6.9.4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

6.9.5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

6.10. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the LPA certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action

against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

6.11. **Employment Eligibility Verification.** The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

A. The LPA shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employ any employees.

B. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.

C. The LPA shall require its contractors, who perform work under this Contract, to certify to the LPA that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the LPA fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

6.12. **Force Majeure.** In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

6.13. **Funding Cancellation Clause.** As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

6.14. **Governing Laws.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

6.15. **Indemnification.** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other

casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- B. of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- C. of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in successfully asserting a claim against the LPA for indemnity pursuant to this contract.

6.16. Merger & Modification. This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

6.17. Non-Discrimination.

6.17.1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

6.17.2. INDOT is a recipient of federal funds, and therefore, where applicable, the LPA and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

- 6.17.3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
- A. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - B. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 - C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
 - D. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal

Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- 6.18. Payment. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- 6.19. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- 6.20. Pollution Control Requirements. If this Contract is for \$100,000 or more, the LPA:
 - A. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 - C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- 6.21. Prohibited Telecommunications and Video Surveillance Equipment and Services.

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

A. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR

B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and complies with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

6.22. **Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

6.23. **Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

6.24. **General.** This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract. The Recitals and "Notice to PARTIES" on page 1 of the Contract are hereby made an integral part and specifically incorporated into this Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK


Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:
<https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the LPA and the State have, through their duly authorized representatives, entered into this Contract. The PARTIES, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

DELAWARE COUNTY
By: 
Title: Commissioner
Date: 4-15-2024

Indiana Department of Transportation
By: _____
Title: _____
Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Rebecca Holwerda, Commissioner

By: (for) Joseph M. Habig, Acting State Budget Director

*Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on March 14, 2024.
FA 24-06*

ACKNOWLEDGEMENT AND ASSUMPTION AGREEMENT

This ACKNOWLEDGEMENT AND ASSUMPTION (“Acknowledgement”) is executed as of this 2nd day of April, 2024 (the “Effective Date”), by and among Living Greens Farm, Inc., an Indiana limited corporation (“Living Greens”), LFG Properties-Muncie, LLC, an Indiana limited liability company (“LFG”), and Delaware County, an Indiana political subdivision (the “County” and collectively, with Living Greens and LFG, the “Parties”);

WHEREAS, the County and Living Greens entered into Financing and Covenant Agreement, dated as of February 1, 2022 (the “Financing Agreement”) and the Bond Purchase Agreement dated as of March 3, 2022 (the “BPA” and, collectively with the Financing Agreement, the “Agreements”), which provide for the acquisition, construction, installation and equipping of the Project (as defined in the Financing Agreement) and the financing thereof pursuant to the terms and conditions of the Financing Agreement;

WHEREAS, Section 3.3 of the Financing Agreement provides that Living Greens may consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve, provided the surviving, resulting or transferee entity (such entity being hereinafter called the “Surviving Entity”) (if other than the Living Greens) expressly accepts, agrees and assumes in writing to pay and perform all of the obligations of Living Greens in the Financing Agreement and be bound by all of the agreements of Living Greens contained in the Financing Agreement to the same extent as if the Surviving Entity had originally executed the Financing Agreement, and the Surviving Entity is an Indiana entity or is a foreign entity or partnership, trust or other person organized under the laws of one of the states of the United States and is qualified to do business in the State as a foreign entity or partnership, trust or other person; and

WHEREAS, to evidence LFG assuming the terms and conditions of the Financing Agreement as well as Living Greens’ obligations thereunder as the Surviving Entity and to evidence LFG assuming the Company’s terms and conditions of the BPA, the Parties desire to enter into this Acknowledgement to affirm, agree, and acknowledge that LFG has assumed the terms and conditions of the Financing Agreement as well as Living Greens’ obligations thereunder and the terms and conditions of the BPA as well as Living Greens’ obligations as the Company thereunder as well as the Company’s representations illustrated on the certificate attached hereto as Exhibit A;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated by reference.
2. Acknowledgement and Assumption. As of the Effective Date, LFG hereby affirms and assumes the Financing Agreement and the Company’s obligations under the BPA and agrees to keep, observe, perform, and discharge all duties, liabilities, and obligations of the “Company” thereunder. Nothing herein shall act as any release or waiver of any obligations or liabilities under or pursuant to the Agreements of Living Greens or LFG.

3. Notices. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made to LFG under the Financing Agreement shall be addressed to LFG at 1915 Silver Maple Trl., North Liberty, IA 52317.

4. Miscellaneous. This Acknowledgement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns as the case may be, pursuant to the Financing Agreement. The Agreements remains in full force and effect and all obligations and liabilities under the Agreements shall be joint and several.

5. Counterparts. This Acknowledgement may be executed in multiple counterparts, each of which taken together will constitute one and the same agreement binding upon the parties. This Acknowledgement may be executed via “.pdf” or other electronic means, each of which shall be deemed an original and all of which, together, shall constitute, with all counterparts, one and the same instrument.

6. Authorization. Each of the undersigned persons executing this Acknowledgement represents and certifies that he or she is a duly authorized officer or representative fully empowered to act on behalf of his or her respective entity, and that all necessary action for the execution of this Acknowledgement and the performance of the agreements contained herein has been taken and done.

[Signatures follow on next page.]

IN WITNESS WHEREOF, Living Greens, LFG and the County have executed this Acknowledgement and Assumption Agreement as of the date set forth above.

LIVING GREENS FARM, INC.

By: _____

Printed: _____

Title: _____

LFG PROPERTIES-MUNCIE, LLC


By: _____

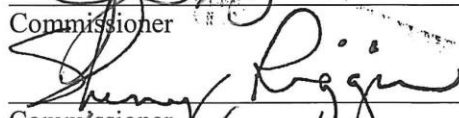
Printed: Scott Wilson


Title: Manager/CFO

[Signature page to Acknowledgement and Assumption Agreement]

BOARD OF COMMISSIONERS OF DELAWARE
COUNTY, INDIANA

By: 
Commissioner

By: 
Commissioner

By: 
Commissioner

(SEAL)

Attest:

By: 
Auditor

[Signature page to Acknowledgement and Assumption Agreement]

EXHIBIT A

GENERAL CERTIFICATE OF THE COMPANY

In re: Bonds: Economic Development Revenue Bonds, Series 2022 (Living Greens Farm Project) ("Bonds")

Dated Date: March 3, 2022

Issuer: Delaware County, Indiana

Trustee: Old National Wealth Management

Company: LFG Properties-Muncie, LLC

Documents: Financing and Covenant Agreement dated as of February 1, 2022, between the Company and the Issuer; Bond Purchase Agreement dated March 3, 2022, between the Issuer, the Company and the purchaser of the Bonds

Indenture: Trust Indenture, dated as of February 1, 2022, between the Issuer and the Trustee

The undersigned officer of the Company hereby certifies and represents that:

The Company is duly organized and validly existing under the laws of the State of Indiana. The Company has full power and authority to engage in the business and activities conducted or proposed to be conducted by it with respect to the Project (as defined in the Documents), to execute and deliver the Documents, which have been approved by its Members, and to perform its obligations thereunder, including the making of payments as provided in the Documents.

The Company has duly authorized the execution and delivery of the Documents and it has obtained all necessary consents and/or approvals to carry out its obligations under the same and by doing so is not in violation of any of the terms or provisions of Operating Agreement, or any order, judgment, decree, lease, mortgage, indenture, loan agreement, instrument, obligation or agreement binding upon it.

Each of the representations and warranties of the Company set forth in the Documents is true, accurate and complete as of the date hereof as if made on and as of this date and each of the agreements of the Company to be complied with and each of the obligations of the Company to be performed under the Documents on or prior to the closing date has been complied with and performed.

Except as disclosed in writing to Issuer and the Trustee, there is neither pending nor, to the knowledge of the Company, threatened against the Company any action, suit, other proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, authority, board, body or arbitrator or, to the knowledge of the authorized officer signing

such certificate, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Documents, the Bonds, or any related agreement or instrument to which the Company is a party or by which it is bound, and which is used or contemplated for use in consummation of the transactions contemplated therein and herein, or which would materially adversely affect the transactions contemplated by the foregoing.

The Operating Agreement attached hereto as Exhibit A was duly adopted and approved and is in full force and effect as of the date hereof not having been in any respect repealed or altered.

The Documents, as executed, are substantially in the respective forms presented to the officers of the Company, with only such changes as were authorized to be agreed to by the officers of the Company.

The certificate of existence of the Company attached hereto as Exhibit B is the current certificate of existence of the Company and has not been repealed or amended and is in full force and effect as of the date hereof.

The signatures appearing on the Documents are the genuine signatures of the undersigned officers, and they are now and were at the date of execution thereof the duly elected and acting officers of the Company.

[Remainder of certificate intentionally left blank.]

Dated April 2, 2024

LFG PROPERTIES-MUNCIE, LLC

By: _____

Printed: Scott Wilson

Title Manager/CFO

EXHIBIT A

Operating Agreement

(See attached)

EXHIBIT B

Certificate of Existence

(See attached)

LPA – CONSULTING CONTRACT

Amendment #1

This supplemental contract is made and entered into this 15 day of April, 2024, by and between Delaware County, Indiana, hereinafter referred to as the "LPA", and ROAW Corporation, hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, the LPA on October 4, 2021, entered into a contract, providing for the necessary services required in connection with Bridge Replacement for CR 600S over Williams Creek, County Bridge No. 112, Des. No. 2003023.

WHEREAS, additional permitting and bridge design tasks are required, and scope and fee for right-of-way engineering have been determined.

WHEREAS, in order to provide for completion of these services it is necessary to amend and supplement the original Contract.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SECTION IV of the original contract is amended to read as follows:

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$255,255.

Appendix "A" of the original contract is amended as follows. Revisions are shown in ~~striecken~~ and bold text.

Task 2: Environmental Document and Permitting is revised by adding the following:

- C. The CONSULTANT will prepare a permit application and all necessary information for submittal to IDNR for a Construction in a Floodway permit.**

Task 3: Bridge Replacement Plans is revised by adding the following:

- G. The CONSULTANT will perform plan updates and coordination.**

Task 6 is replaced with the following:

Task 6: Right of Way Engineering

A. Right-of-Way Plan Development

The CONSULTANT will complete and furnish right-of-way plans and right-of-way parcel packets in accordance with the Indiana Department of Transportation Right-of-Way Manual, Indiana Design Manual, and Indiana Administrative Code Title 865. Scope of services will include review and study of title information and survey data to write legal descriptions and prepare right-of-way plat for right-of-way parcels identified based upon the proposed design of the Project. This task includes:

1. Preparation of final right-of-way plans for project limits.
2. Preparation of right-of-way parcel packets. Up to 3 parcels are anticipated to be prepared.
3. Submittal of documents to INDOT for review via Electronic Records Management System
4. Entry of proposed right-of-way information into INDOT Land Records System

B. Appraisal Problem Analysis

The CONSULTANT will provide appraisal problem analysis for each parcel in accordance with the INDOT Real Estate Division Manual

C. Right-of-Way Staking

The CONSULTANT will stake the proposed right-of-way points for the right-of-way parcels prepared in the right-of-way plan development for the project. Points will be staked in field in accordance with INDOT Right-of-Way Manual.

Appendix "D" is amended as shown below:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed **\$255,255**, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.
2. The CONSULTANT will be paid for the following services performed under this Contract on a lump-sum basis in accordance with the following fees:

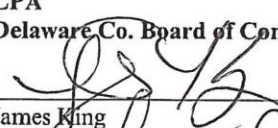
Task 2	Environmental Services	
	b. Permitting	\$4,300 \$13,250
Task 3	Bridge Replacement Plans	
	a. Bridge Design	\$114,110 \$118,025
3. The CONSULTANT will be paid for **Task 6, Right-of-Way Engineering**, on a **unit-cost basis using the rates shown in Exhibit 3, attached hereto and incorporated herein: Services will be invoiced based on the actual units of work performed, but fees will not exceed \$17,510 without written authorization from the LPA.**

CONSULTANT's total not-to-exceed fee is increased by \$30,375 from \$224,880 to \$255,255


Except as herein modified, changed and supplemented, all terms of the original engineering agreement, dated October 4, 2021, shall continue in full force and effect.

The parties having read and understand the foregoing terms of the Contract do by their respective signatures dated below hereby agree to the terms thereof.


LPA
Delaware Co. Board of Commissioners



James King



Sherry Riggan



Shannon Henry

CONSULTANT
RQAW Corporation



Randall Brooks, Director of Bridge Services

Attest:



Edward E. Carroll, Jr., Auditor

Exhibit 3

Right of Way Plan Development Fee Schedule				
Task	Unit Rate	Quantity ¹	Task Total ¹	Comment
Right of Way Engineering ²	\$ 1,750	3	\$ 5,250	Initial Parcel Ownership on per each basis
Additional RW Engineering ²	\$ 1,250	1	\$ 1,250	Any additional tax id of same ownership on per each basis
Parcel Plat	\$ 750	3	\$ 2,250	Any parcel having permanent taking on per parcel basis
Description ³	\$ 750	4	\$ 3,000	Legal description per each basis
Right of Way Staking ⁴	\$ 600	3	\$ 1,800	Owners Initial Parcel on per each basis
Title and Encubrance Reports	\$ 450	4	\$ 1,800	4 Tax ID's assumed
Revision to Any Parcel	\$ 1,350	1	\$ 1,350	Revision due to design change or ownership change on per each basis
Estimated Fee⁵			\$ 16,700	

¹

The total number of parcels is estimated. The actual number of parcels will be based on number of parcels required for the project.

² The Right of Way Engineering Fee shall be incurred for initial Tax ID No. parcel per ownership. Additional RW Engineering shall be

³ Each description of real property for fee simple or easement rights on a per each basis.

⁴ Right of Way staking for utilities will be invoiced at the same rate as defined herein and will be invoiced on a per each basis for as

⁵ Estimated fee assumes 3 Parcels (Unique Ownerships) from 4 State Tax Ids.

(Total fee to be increased or decreased upon determination of exact number of tax ids. and parcels)

Exhibit 3

	PROJECT:	Delaware Co. Bridge 112
	DES. NO.:	N/A
	STRUCTURE:	Delaware 112
	DATE:	December 4, 2023
LAND ACQUISITION SERVICES		

Task Description	Quantity*	Unit		Task	Total
		Price**			
Project Management for Land Acquisition		\$ 1,310		\$	-
Appraisal Services					
Waiver Valuation: Any Property Type (Improved or Unimproved)		\$ 725		\$	-
Value Finding: Any Property Type (Improved or Unimproved)		\$ 2,055		\$	-
Short Form: Any Property Type (Improved or Unimproved)		\$ 3,015		\$	-
Short Form: Residential / Ag (with affected improvements of total take)		\$ 3,375		\$	-
Short Form: Commercial / Industrial / Multi-family / Special/Billboard (with affected improvements or total take)		\$ 4,710		\$	-
Long Form: Any Property Type (Unimproved)		\$ 3,625		\$	-
Long Form: Residential / Ag (Improved)		\$ 4,815		\$	-
Long Form: Commercial/Industrial/Multi-Family/Special (Improved)		\$ 12,050		\$	-
Excess Land		\$ 695		\$	-
		<i>Subtotal Appraisal Services</i>		\$	-
Review Appraisal Services					
Appraisal Problem Analysis (APA)	3	\$ 270		\$	810
Waiver Valuation: Any Property Type (Improved or Unimproved)		\$ 435		\$	-
Value Finding: Any Property Type (Improved or Unimproved)		\$ 1,035		\$	-
Short Form: Any Property Type (Improved or Unimproved)		\$ 1,445		\$	-
Short Form: Residential / Ag (with affected improvements of total take)		\$ 1,630		\$	-
Short Form: Commercial/Industrial/Multi-family / Special / Billboard (with affected improvements or total take)		\$ 2,300		\$	-
Long Form: Any Property Type (Unimproved)		\$ 1,725		\$	-
Long Form: Residential / Ag (Improved)		\$ 2,280		\$	-
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)		\$ 5,550		\$	-
		<i>Subtotal Review Appraisal Services</i>		\$	810
Buying Services					
Total / Partial Acquisition		\$ 2,160		\$	-
Temporary / Access Rights		\$ 1,800		\$	-
MAP 21 Offer - Total/Partial Acquisition		\$ 2,705		\$	-
MAP 21 Offer - Temporary / Access Rights		\$ 2,345		\$	-
Buying Review		\$ 360		\$	-
		<i>Subtotal Buying Services</i>		\$	-
Relocation Services					
Residential Owner / Tenant		\$ 4,332		\$	-
Business Owner / Tenant		\$ 4,332		\$	-
Personal Property Only		\$ 1,815		\$	-
Residential and Business Review		\$ 1,205		\$	-
Personal Property Move Only Review		\$ 460		\$	-
		<i>Subtotal Relocation Services</i>		\$	-
		Total			\$810.00
		Use for Land Acquisition			\$810.00

* Quantities shown hereon are assumed based on a preliminary review of the project. Invoiced quantities will be based on the actual quantity required to complete each task.

** The unit price shown is based on the current INDOT Real Estate Fee schedule. Actual invoiced unit price will be based on the current INDOT Real Estate Fee schedule at time the task is completed.

Exhibit 3

Project: Delaware Co. Bridge 112 Replacement
Des. No.: 2003023
Task: Environmental Permits Supplement
Date: November 20, 2023


MANHOURLY JUSTIFICATION
Environmental Permits
Supplement



Task/Manhour Summary	SENIOR ENV. SCIENTIST	ENV. NEPA SPECIALIST II	ENV. NEPA SPECIALIST I	ENV. SCIENTIST II	ENV. SCIENTIST I	HISTORIAN/SEC. 106 SPECIALIST	TOTAL HOURS
Project Organization and Coordination	2	0	0	2	0	0	4
IDNR CIF Permit	8	0	0	46	0	0	54
Total Engineering Manhours	10	0	0	48	0	0	58
Average Hourly Rate	172.83	157.63	104.35	147.59	117.39	112.99	
Total Direct Labor	1728.30	0.00	0.00	7084.32	0.00	0.00	8,812.62
Total Labor Cost (Payroll + Overhead)							8,812.62
Direct Expenses (See below)							100.00
TOTAL FEE							8,912.62
							USE

DIRECT NON-SALARY COSTS
Mileage (0.49/miles X 36 miles X 0 trips) \$0.00
Meals (\$26 X 0 persons X 0 day) \$0.00
Hotel (\$89/night X 0 nights X 0 persons) \$0.00
Report Copies/Postage/Parking Fees \$0.00
Permit Fee \$100.00
TOTAL DIRECT NON-SALARY COSTS \$100.00

Exhibit 3

	PROJECT:		CR600S over Williams Creek		
	STRUCTURE #:		County Bridge 112		
	DATE:		November 17, 2023		
	TASK/MANHOURLY SUMMARY - Additional Bridge Design				
	Project Manager	Senior Project Engineer	Project Engineer	Senior Designer	Total Manhours
Additional Bridge Design Tasks					
Coordinate for R/W Engineering	1		3		4
Coordinate for R/W Acquisition	1		3		4
Coordinate for IDNR CIF Permit	1		3		4
Plan updates for R/W & Permits	1		1.5	10	12.5
Total Design Man Hours	4	0	10.5	10	24.5
Hourly Rates	\$222.85	\$214.57	\$158.90	\$135.42	
Sub Total	\$891.40	\$0.00	\$1,668.45	\$1,354.20	\$3,914.05
Direct Costs					\$0.00
Total					\$3,914.05
Use					\$3,915.00

ORDINANCE NO. 2024- 006

AN EMERGENCY ORDINANCE TO LIMIT WEIGHT AND COMMERCIAL TRUCK TRAFFIC ON BRIDGE NUMBER 51 ON McGALLIARD ROAD AT KILLBUCK CREEK IN DELAWARE COUNTY, INDIANA

WHEREAS, the County has experienced a bridge issue on Bridge 51 over Killbuck Creek on McGalliard Road that needs to be rehabilitated; and

WHEREAS, Bridge 51 has sustained some damage that needed to be repaired and rehabilitated, but the cost of the complete bridge replacement would exceed the amount available in the cumulative bridge fund; and

WHEREAS, the County will apply for funds from the Federal Highway Administration to assist with the repairs, but the process is time consuming; and

WHEREAS, the repair work is completed to allow passenger vehicle to travel across the bridge as well as emergency vehicles, but a weight limit needs to be placed on the bridge until such time as the bridge has been reconstructed; and

WHEREAS, the County intends to restrict the use of the bridge to a limit of three (3) tons only weight limit for traffic over Bridge 51 over Killbuck Creek and McGalliard Road in the western part of Delaware County.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of Delaware County, Indiana, that:

SECTION 1:

Delaware County Code section 5-2-8 shall be amended to include the following language:

LOAD LIMIT: There shall be a “3 Ton Weight Limit on bridge 51 and McGalliard Road as it crosses Killbuck Creek” from now until rescinded by the County Commissioners.

SECTION 2: Penalty

- A.** In the event that a person, firm or entity shall violate this Ordinance, the fine shall be no less than \$500 for the first violation for the company, owner or vehicle. Each subsequent event shall cause the fine

to increase to \$1,000 for the second offense; \$1,500 for the third offense; and \$2,000 for each subsequent offense.

- B. Each offender shall be responsible to the County for the expenses incurred in enforcing this ordinance, including reasonable attorney fees for prosecution and collection of the fine.


SECTION 3: No severability.

No provision of this Ordinance shall be severed from any other provision or provisions of this Ordinance. If any single provision of this Ordinance is held unconstitutional or invalid, the entire Ordinance shall also be deemed unconstitutional or invalid.

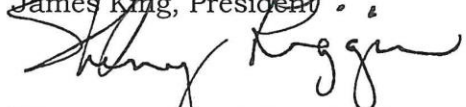
SECTION 4: Effective Date.

This Ordinance shall take effect upon adoption and publication as required by law.

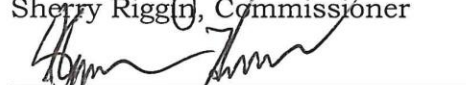
PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA ON THIS, THE 15 DAY OF April, 2024.



James King, President



Sherry Riggan, Commissioner



Shannon Henry, Commissioner

Attest:



Edward Carroll, Auditor
Delaware County, Indiana

ORDINANCE NO. 2024-007

**BEING A RESOLUTION OF APPROVAL TO AMEND THE TEXT OF THE
DELAWARE COUNTY COMPREHENSIVE ZONING ORDINANCE REGARDING
SOLAR ENERGY**

WHEREAS, the State enabling act for planning and zoning empowers the Board of Commissioners of Delaware County, Indiana to adopt a zoning ordinance and also provides for amendments to said ordinance as deemed necessary from time to time; and

WHEREAS, a zoning ordinance may establish one or more districts which may be for agricultural, commercial, industrial, residential, special, or unrestricted uses and any subdivision or combination of these uses; and may, in each district, regulate how real property is developed, maintained, and used; and

WHEREAS, solar energy systems are an alternative energy source that produces electrical energy in an environmentally beneficial manner without the production of greenhouse gases and can offer economic development benefits to local government and residents such as increases to the tax base, revenue generation for landowners and the creation of temporary and permanent employment; and

WHEREAS, amending the zoning ordinance to regulate the location, construction and operation of solar energy systems is necessary and appropriate to achieve and secure the benefits and to avoid and/or minimize the impacts; and

WHEREAS, the Delaware-Muncie Metropolitan Plan Commission has given legal notice of a public hearing for consideration or the proposed amendment in order to forward a recommendation regarding said amendment to the County as required by law; and

WHEREAS, the Delaware-Muncie Metropolitan Plan Commission has given reasonable regard to the comprehensive plan; current conditions and the character of current structures and uses in each district; the most desirable use for which the land in each district is adapted; the conservation of property values throughout the jurisdiction; and responsible growth and development.

NOW, THEREFORE, BE IT RESOLVED by the Delaware-Muncie Metropolitan Plan Commission that the text of the Delaware County Comprehensive Zoning Ordinance Article XXXI, Solar Facility Requirements, Section 13, D 2 and D 3 be amended as follows:

SECTION 1.

D 2. A minimum five hundred (500) foot setback, which includes a screening buffer and other native vegetation as described below, shall be maintained from the solar facility security fence measuring to any non-participating owner's property line which contains a dwelling. If the non-participating property does not contain a dwelling, the regular F

Farming Zone side and rear setbacks of twenty-five (25) feet and fifty (50) feet, respectively, shall apply.

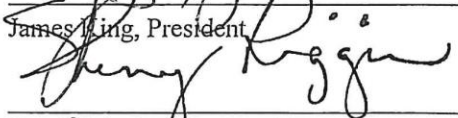
D 3. A minimum five hundred fifty (550) foot setback shall be maintained from any non-participating dwelling to any solar facility security fence. A minimum one hundred (100) foot setback shall be maintained for all other dwellings.

SECTION 2. That this Ordinance to amend is hereby passed by a vote of 3 to 3 by the Board of Commissioners, Delaware County, Indiana this 15 day of April, 2024.

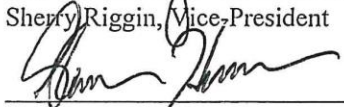
**DELAWARE COUNTY COMMISSIONERS
DELAWARE COUNTY, INDIANA**




James King, President



Sherry Riggan, Vice-President



Shannon Henry, Member

ATTEST:


Ed Carroll, Auditor

RESOLUTION NO. 2024-000

A RESOLUTION OF THE DELAWARE COUNTY, INDIANA BOARD OF COMMISSIONERS MAKING A FINAL DETERMINATION TO TRANSFER CERTAIN TAX SALE CERTIFICATES FOR PROPERTIES TO NONPROFIT ENTITIES PURSUANT TO IND. CODE § 6-1.1-24-6 AND IND. CODE § 6-1.1-24-17.

WHEREAS, Ind. Code § 6-1.1-24-6 and I.C. §6-1.1-24-17 sets out the procedures the Board of Commissioners may utilize to transfer tax sale certificates of property to a nonprofit entity; and

WHEREAS, the Board of Commissioners previously adopted Resolution No. 2024-001, which identified multiple properties for which the Board of Commissioners acquired tax sale certificates and desires to transfer to nonprofit entities for use for the public good these same tax sale certificates; and

WHEREAS, the properties the Board of Commissioners desires to transfer to nonprofit entities for use for the public good the tax sale certificates that are identified in Resolution No. 2024-001; and

WHEREAS, the Board of Commissioners received written applications from eligible nonprofit entities and, on April 15, 2024, conducted a public hearing to consider all submitted applications and hear any opposition to a proposed transfer of the identified properties; and

WHEREAS, having considered the submitted applications and public comments presented at the public hearing, the Board of Commissioners now desires to make a final determination on the transfers of the identified properties.

IT IS THEREFORE RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA THAT:

SECTION 1. Having received and considered the applications from nonprofit entities, copies of which are attached hereto, the Board of Commissioners issue the final determinations described in Exhibit A, attached hereto, regarding proposed transfers to nonprofit entities, Muncie Land Bank, Inc. of the properties identified in Resolution No. 2024-001.

SECTION 2. The transfer of each identified tax sale certificates for property shall be completed according to the specific terms and conditions described in the Commissioners' final determination for each individual property.

SECTION 3. If any grantee nonprofit entity fails to comply with the terms and conditions of the Commissioners' final determination, title to the subject property shall revert to Delaware County to be retained or disposed of by the Board of Commissioners as permitted by law.

SECTION 4. If the Muncie Land Bank, Inc. fails to provide notice and obtain a tax deed from the Auditor necessary to complete a transfer by or before Monday, February 28, 2025, title to the applicable property or properties shall be retained by Delaware County to be used or disposed of by the Board of Commissioners as permitted by law.

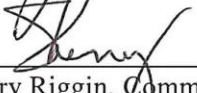
SECTION 5. The President of the Board of Commissioners is hereby authorized to execute all documents necessary to carry out the terms of this Resolution.

*PASSED AND ADOPTED ON THIS, THE 15 DAY OF April, 2024
BY THE DELAWARE COUNTY, INDIANA BOARD OF COMMISSIONERS.*

*DELAWARE COUNTY
BOARD OF COMMISSIONERS*



James King, President



Sherry Riggin, Commissioner



Shannon Henry, Commissioner

ATTEST:



Edward Carroll, Auditor
Delaware County, Indiana

V before Friday, April 12, 2024

COPY

Exhibit A

Proposed Property Transfer List

PROPERTY 1:

23

Parcel ID: 18-11-16-210-006.000-003
Common Address: 509 W. Adams St. ✓
MUNCIE, IN 47305
Legal Description: pt. lot 18; ..1300 acres. Str: 162010

Received
Delaware County Platroom
APR 10 2024 ERP
DELAWARE CO. AUDITOR

PROPERTY 2:

11

Parcel ID: 18-11-16-234-015.000-003
Common Address: 500 Block W. Howard St.
MUNCIE, IN 47305
Legal Description: Lot Number Ten (10) in Mess and Richey Addition to the City of Muncie, Indiana.

PROPERTY 3:

24

Parcel ID: 18-11-16-212-001.000-003
Common Address: 827 W. Charles St.
MUNCIE, IN 47305
Legal Description: West one-half of Lot Number Sixteen (16) except 31.25 ft and 540 ft. off of Lot 16 in Proud's Second Addition to the City of Muncie, Indiana.

Resolution No. 2024-__

Exhibit A

PROPERTY 4: #11

Parcel ID: 18-11-16-253-002.000-000
Common Address: 721 W. Powers St.
MUNCIE, IN 47305
Legal Description: South 40 ft. off of Lot 16 of Proud's Second Addition to the City of Muncie;

PROPERTY 5: #10

Parcel ID: 18-11-16-218-018.000-003
Common Address: 521 S. Council St.
MUNCIE, IN 47302
Legal Description: A part of the Northwest Quarter and Northeast Quarter of Council St., 0.16 acres in the City of Muncie, County of Delaware.

PROPERTY 6: #9

Parcel ID: 18-11-16-218-019.000-003
Common Address: 523 S. Council St.
MUNCIE, IN 47305
Legal Description: A part of the west half of the Northeast Quarter 32 ft. by 124 ft.; 0.09 acres in the City of Muncie, County of Delaware.

PROPERTY 7: #12

Parcel ID: 18-11-16-253-004.000-003
Common Address: 711 W. Powers St.
MUNCIE, IN 47305

Resolution No. 2024-___

Exhibit A

Legal Description: Anthony Park east half of alley adjected west 29 ft. part of lot 41 in the City of Muncie, County of Delaware.

PROPERTY 8: #3

Parcel ID: 18-11-16-253-005.000-003

Common Address: 711 W. Powers (2)
MUNCIE, IN 47305

Legal Description: S T N Add Pt 0000.0 Acres STR; 162010 In; 2-3 OUT in the City of Muncie, County of Delaware

PROPERTY 9: #4

Parcel ID: 18-11-16-254-001.000-003 ✓

Common Address: 621 W. Powers St.
MUNCIE, IN 47305

Legal Description: Each Add Lot 19 and west 12.5 ft. vac. Gharkey Ave. adjacent in the City of Muncie, County of Delaware.

PROPERTY 10: #5

Parcel ID: 18-11-16-218-010.000-003

Common Address: 540 S. Gharkey St.
MUNCIE, IN 47305

Legal Description: Lot 15 E C H Add 0.0000 Acres STR; 162010 IN; 15 OUT in the City of Muncie, County of Delaware.

Resolution No. 2024-___

Exhibit A

PROPERTY 11: # 6

Parcel ID: 18-11-16-218-009.000-003
Common Address: 532 S. Gharkey St.
MUNCIE, IN 47305
Legal Description: E C H ADD EX N 10FT Lot 14 in the City of Muncie, County of Delaware.

PROPERTY 12: # 1

Parcel ID: 18-11-16-218-023.000-003 *18-11-16-218-023.000-003*
Common Address: 611 S. Council St.
MUNCIE, IN 47305
Legal Description: W HLF NE QTR N Council St. 40 FT by 0.1600Acres STR 162010 IN, Out in the City of Muncie, County of Delaware.

PROPERTY 13:

Parcel ID: # 8 ~~18-11-16-401-018.000-003~~ / 18-11-16-218-020.000-003
Common Address: end of 500 Blk. S. Council (identified on Beacon as "S Council St.) St.
MUNCIE, IN 47305
Legal Description: Pt WHLF NE QTE S16 T20 R 10.0 0.100 AC. in the City of Muncie, County of Delaware.

PROPERTY 14: # 12

Parcel ID: 18-11-16-234-019.000-003
Common Address: 422 W. Howard St.
MUNCIE, IN 47305
Legal Description: Lot 6 Mess/Richey's Addition; 0.0000 acres STR; 162010 In; 6 Out in the City of Muncie, County of Delaware.

Resolution No. 2024-__

Exhibit A

PROPERTY 15: #13

Parcel ID: 18-11-16-234-009.000-003
Common Address: 425 W. Charles St.
MUNCIE, IN 47305
Legal Description: J C Eiler Addition 0.0000Acres STR; 162010 In; 6 OUTF M Ball
0.0000 acres in the City of Muncie, County of Delaware.

PROPERTY 16: #14

Parcel ID: 18-11-16-214-007.000-003
Common Address: 622 W. Howard St.
MUNCIE, IN 47305
Legal Description: E C H Add Lot 4 in the City of Muncie, County of Delaware.

PROPERTY 17: 15

Parcel ID: 18-11-16-180-005.000-003 ✓
Common Address: 924 W. 1st St.
MUNCIE, IN 47305
Legal Description: STN EXCEPT N 46 Ft 0.0000ACRES STR 162010 IN 7 OUT in the
City of Muncie, County of Delaware.

PROPERTY 18: 18

Parcel ID: 18-11-16-179-010.000-003
Common Address: 1001 W. Powers St.
MUNCIE, IN 47305
Legal Description: Needles and Stanton Addition; E 29.75 FT; 0.0000 Acres STR; 162010
IN 1 OUT in the City of Muncie, County of Delaware.

PROPERTY 19: #19

Parcel ID: 18-11-16-179-008.000-003
Common Address: 1005 W. Powers St.
MUNCIE, IN 47305
Legal Description: ST N ADD W 12.75 FT OF LOT 1 & ALL OF LOT 2 BLOCK 10 STR;
162010 in the City of Muncie, County of Delaware.

PROPERTY 20: #20

Parcel ID: 18-11-16-251-001.000-003
Common Address: 911 W. Powers St.
MUNCIE, IN 47305
Legal Description: STN ADD BLK 11, Lot 3 in the City of Muncie, County of Delaware.

PROPERTY 21: #21

Parcel ID: 18-11-16-215-001.000-003
Common Address: 909 W. Howard St.
MUNCIE, IN 47304
Legal Description: Proud's 2nd Addition west 36 FT of Lot 51 0.0000Acres STR; 162010
IN; 51 OUT in the City of Muncie, County of Delaware.

PROPERTY 22: #22

Parcel ID: 18-11-16-206-004.000-003
Common Address: 913 W. Kilgore Ave.
MUNCIE, IN 47304
Legal Description: Proud 1st Addition Pt. Lot 5 0.000 Acres STR; 162010 IN; 5 Out in the
City of Muncie, County of Delaware.

Resolution No. 2024-__

Exhibit A

PROPERTY 23

Parcel ID: 18-11-15-191-004.000-003

Common Address: 1014 S. Monroe St.
MUNCIE, IN 47302

Legal Description: COC 3 Add to S M S 40FT x 125 Ft. lot 8 in the City of Muncie, County of Delaware.

PROPERTY 24:

Parcel ID: 18-11-15-407-002.000-003

Common Address: 1107 E. 5th St.
MUNCIE, IN 47302

Legal Description: Proud 1st Addition Pt. Lot 5 0.000 Acres STR; 162010 IN; 5 Out in the City of Muncie, County of Delaware.

PROPERTY 25

Parcel ID: ~~18-11-15-327-006.000-003~~

Common Address: 18-11-15-333-026.000-003
east side of South Pershing St. between 5th and 6th St. referred to as "S Pershing St."
MUNCIE, IN 47302

Legal Description: GAL Subdivision N HLF Lot 165 in the City of Muncie, County of Delaware.

PROPERTY 26:

Parcel ID: ~~18-11-15-333-003.000-003~~ / 18-11-15-333-004.000-003

Common Address: 1200 Blk. S. Pershing, East side of Pershing St. between 5th and 6th St.
MUNCIE, IN 47304

Legal Description: GAL Subdivision S HLF Lot 165 in the City of Muncie, County of Delaware.

PROPERTY 27

Parcel ID: 18-11-16-333-004.000-003

2nd
first

2 #6

Common Address: 1210 S. Pershing St.
MUNCIE, IN 47302

Legal Description: GAL Subdivision Lot 166 in the City of Muncie, County of Delaware.

PROPERTY 28: 7#

Parcel ID: 18-11-15-282-011.000-003

Common Address: 815 S. Wolfe St.
MUNCIE, IN 47302

Legal Description: Pollock Addition N 40 Ft. Lot 25-26 in the City of Muncie, County of Delaware.

PROPERTY 29 8

Parcel ID: 18-11-15-282-012.000-003

Common Address: 817 S. Wolfe St.
MUNCIE, IN 47302

Legal Description: Pollock Addition MID 42HLF Ft. Lot 25-26 in the City of Muncie, County of Delaware.

PROPERTY 30: 9#

Parcel ID: 18-11-15-282-013.000-003

Common Address: 819 S. Wolfe St.
MUNCIE, IN 47302

Legal Description: Pollock Addition S 42 HLF Ft. Lot 25-26 in the City of Muncie, County of Delaware.

PROPERTY 31 10#

Parcel ID: 18-11-15-285-007.000-003

Common Address: 901 S. Wolfe St.
MUNCIE, IN 47302

Legal Description: Pollock Addition Lot 27 in the City of Muncie, County of Delaware.

2nd
first

2nd list
the Request was
Account 12
sale!

PROPERTY 32: #11

Parcel ID: ~~18-11-15-285-007.000-003~~ 18-11-15-285-008.000-003

Common Address: 905 S. Wolfe St.
MUNCIE, IN 47302

Legal Description: Pollock Addition Lot 28 in the City of Muncie, County of Delaware.

PROPERTY 33:

Parcel ID: #12 ~~18-11-23-177-055.000-003~~

Common Address: 2523 S. Meeker St.
MUNCIE, IN 47302

Legal Description: PT SE QTR NW QTR E OF MOCK AVE. 017 Acres STF; 232010 IN; OPUT in the City of Muncie, County of Delaware.

OK

*11-23-177-045
Same owner
no taxes
due*

PROPERTY 34: #13

Parcel ID: 18-11-23-202-021.000-003

Common Address: 2007 S. May Ave.
MUNCIE, IN 47302

Legal Description: Rosemont Addition, Lot 371 in the City of Muncie, County of Delaware.

PROPERTY 35: #14

Parcel ID: ~~18-11-11-165-009.000-003~~

Common Address: 819 N. Burns St.
MUNCIE, IN 47303

Legal Description: WL CO 1 ADD Blk 71, Lot 6 in the City of Muncie, County of Delaware.

*not sold at
9/2023
tax sale*

PROPERTY 36: #15

Parcel ID: 18-11-11-152-003.000-003

Common Address: 1809 E. Highland Ave.
MUNCIE, IN 47303

Legal Description: WIL CO 1 ADD BLK 39 LOT 5 in the City of Muncie, County of Delaware.

PROPERTY 37: #16

Parcel ID: 18-11-16-384-008.000-003

Common Address: 1107 W. 10th St.
MUNCIE, IN 47302

Legal Description: Winton Place Lot 139 0.0000Acres STR; 162010 IN; 139 OUT in the City of Muncie, County of Delaware.

PROPERTY 38: 17K

Parcel ID: 18-11-16-402-027.000-003

Common Address: 1209 S. Hoyt Ave.
MUNCIE, IN 47302

Legal Description: K 6 ADD Lot 50 0.0000Acres STR; 162010 IN; 50 OUT in the City of Muncie, County of Delaware.

PROPERTY 39: 18

Parcel ID: 18-11-10-490-007.000-003

Common Address: 1317 E. Washington St.
MUNCIE, IN 47305

Legal Description: 15 U FT OHIO AVE. PT SE QTR 0.1100Acres STR; 102010 OIN; OUT in the City of Muncie, County of Delaware.

PROPERTY 40: 19K

Parcel ID: 18-11-15-310-005.000-003

Common Address: 1312 S. Jefferson St.
MUNCIE, IN 47302

Legal Description: ANTHONY HOMESTEAD Lot 87 0.0000Acres STR; 152010 IN; 87 OUT in the City of Muncie, County of Delaware.

President, Mr. James King

Member, Mr. Shannon Henry

Vice President, Ms. Sherry Riggan

Auditor, Mr. Ed Carroll